

777 EAST WISCONSIN AVENUE MILWAUKEE, WI 53202-5367

SEPTEMBER 08, 2000

FOLEY & LARDNER JOSEPH N. ZIEBERT FIRSTAR CENTER



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UNITED STATES DEPARTMENT OF COMMERCE Patent and Trademark Office

ASSISTANT SECRETARY AND COMMISSIONER OF PATENTS AND TRADEMARKS Washington, D.C. 20231

\*101412047A\*

UNITED STATES PATENT AND TRADEMARK OFFICE NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, CG-4, 1213 JEFFERSON DAVIS HWY, SUITE 320, WASHINGTON, D.C. 20231.

RECORDATION DATE: 06/22/2000

REEL/FRAME: 010929/0060

NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR''S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

YU, BIN

DOC DATE: 06/21/2000

ASSIGNEE:

ADVANCED MICRO DEVICES, INC. ONE AMD PLACE 1160 KERN AVENUE SUNNYVALE, CALIFORNIA 94088-3453

SERIAL NUMBER: 09599141

PATENT NUMBER:

FILING DATE: 06/22/2000

ISSUE DATE:

DIANE RUSSELE, PARALEGAL ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

SEP 1 5 2000

Date

FORM PTO-1595 (mode) 07-24-2000 U.S. DEPARTMENT OF COMMERCE **COVER SHEET** (Rev 6-93) Patent and Trademark Office **NLY** 101412047 I the attached original documents or copies thereof. To the Commissioner of . 2. Name and address of receiving party(ies): Name of conveying party(ies): Bin Yu Advanced Micro Devices, Inc One AMD Place 1160 Kern Avenue Sunnyvale, CA 94088-3453 NO Additional conveying party(ies) 3. Nature of conveyance: ASSIGNMENT **Execution Date:** 6/21/00 Additional name(s) & address(es) attached? 4. Application number(s) or patent number(s): 6/21/00 If this is being filed together with a new application, the execution date of the application is: A. Patent Application Number(s): B. Patent Number(s): APPL NO PATENT NO Additional numbers attached? NO 5. Name and address of party to whom correspondence 6. Total number of applications/patents involved: concerning document should be mailed: \$40.00 7. Total fee (37 C.F.R. § 3.41): Joseph N. Ziebert  $\mathbf{x}$ Check Enclosed FOLEY & LARDNER Firstar Center Charge to deposit account 777 East Wisconsin Avenue 06-1447 Milwaukee, Wisconsin 8. Deposit account number: 53202-5367 DO NOT USE THIS SPACE 9. Statement and signature: To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. The Commissioner is hereby authorized to charge any additional recordation fees which may be required in this matter to the above-identified deposit account. Joseph N. Ziebert

Total number of pages including cover sheet, attachments, and document: 3

07/21/2000 ASCOTT 00000008 09599141 01 FC:581 40.00 OF

Name of person signing

## ASSIGNMENT AND AGREEMENT

WHEREAS, Bin Yu of 1331 S. Wolfe Road, Sunnyvale, CA 94087, (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled A PROCESS FOR MANUFACTURING TRANSISTORS HAVING SILICON/GERMANIUM CHANNEL REGIONS (Atty. Dkt. No. 39153/256 (F0113)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Advanced Micro Devices, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at One AMD Place, 1160 Kern Avenue, Sunnyvale, CA 94088-3453 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions. continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR and this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representatives or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States or a country foreign thereto; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of Foley & Lardner the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of Foley & Lardner do not personally represent ASSIGNOR or ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

Executed this 21st day of June, 2000

Bin Yu

State of CALTORNIA )ss.

County of Santa Clara )ss.

On this 21 day of 5000, before me, a notary public in and for said county, appeared Bin Yu, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Notary Public

My Commission Expires:

(Seal)





Patent and Trademark Office ASSISTANT SECRETARY AND COMMISSIONER

OF PATENTS AND TRADEMARKS Washington, D.C. 20231

PTAS

FOLEY & LARDNER JOSEPH N. ZIEBERT FIRSTAR CENTER 777 EAST WISCONSIN AVENUE MILWAUKEE, WISCONSIN 53202-5367



UNITED STATES DEPARTMENT OF COMMERCE

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RECORDATION DATE: 06/22/2000

REEL/FRAME: 010921/0069 NUMBER OF PAGES: 3

BRIEF: ASSIGNMENT OF ASSIGNOR''S INTEREST (SEE DOCUMENT FOR DETAILS).

ASSIGNOR:

YU, BIN

DOC DATE: 06/21/2000

ASSIGNEE:

ADVANCED MICRO DEVICES, INC. ONE AMD PLACE, 1160 KERN AVENUE SUNNYVALE, CALIFORNIA 94088

SERIAL NUMBER: 09599270

PATENT NUMBER:

FILING DATE: 06/22/2000

ISSUE DATE:

MARY BENTON, EXAMINER ASSIGNMENT DIVISION OFFICE OF PUBLIC RECORDS

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	07-20-2000		
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(Rev 6-93)		Patent and Trademark Off	
SEP 0 2 2003	101408683	3.00	
To the Commissioner of Patents and Trademark	s: Please record the attached original docu	ıments or copies thereof	
Name of conveying party(ies):	2. Name and address of receiving	2. Name and address of receiving party(ies):	
Bin Yu			
	Advanced Micro Devidone AMD Place 1160 Kern Avenue Sunnyvale, CA 9408	0 ==	
Additional conveying party(ies) NO			
3. Nature of conveyance:			
ASSIGNMENT			
Execution Date: 6/21/00	Additional name(s) & address(es	s) attached? NO	
4. Application number(s) or patent number(s):	Additional frame(s) & address(es	s) attached? No	
If this is being filed together with a new applic  A. Patent Application Number(s):  APPL_NO	B. Patent Number(s):  PATENT	09599276	
Additi	onal numbers attached? NO		
5. Name and address of party to whom correspo	ndence		
concerning document should be mailed:	6. Total number of applications	- e	
Joseph N. Ziebert	7. Total fee (37 C.F.R. § 3,41):	: \$40.00	
FOLEY & LARDNER		- 1	
Firstar Center			
777 East Wisconsin Avenue	Charge to deposit account		
Milwaukee, Wisconsin 53202-5	8. Deposit account number:	06-1447	
DC	NOT USE THIS SPACE	1. 201	
9. Statement and signature:  To the best of my knowledge and belief, to is a true copy of the original document. The Comfees which may be required in this matter to the a			
Joseph N. Ziebert	Joseph M Julie	6-71-00	
Name of person signing	Signature	Date	

Total number of pages including cover sheet, attachments, and document:

07/19/2000 NTHAI1 00000014 09599270

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## ASSIGNMENT AND AGREEMENT

WHEREAS, Bin Yu of 1331 S. Wolfe Road, Sunnyvale, CA 94087, (hereinafter referred to as "ASSIGNOR") has invented a certain invention entitled A SOLID PHASE EPITAXY PROCESS FOR MANUFACTURING TRANSISTOR SHAVING SILICON/GERMANIUM CHANNEL REGIONS (Atty. Dkt. No. 39153/268 (F0292)) for which an application for United States Letters Patent was executed by ASSIGNOR concurrently herewith; and

WHEREAS, Advanced Micro Devices, Inc., a corporation duly organized and existing under the laws of the State of Delaware, and having its principal place of business at One AMD Place, 1160 Kern Avenue, Sunnyvale, CA 94088 (hereinafter referred to as "ASSIGNEE") is desirous of acquiring the entire interest therein;

NOW THEREFORE, in consideration of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ASSIGNOR has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto ASSIGNEE, its successors and assigns, the full and exclusive right, title, and interest in and to (a) the above-identified invention or inventions and all improvements and modifications thereof, (b) the above-identified application and all other applications for Letters Patent of the United States and countries foreign thereto for the above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States and countries foreign thereto, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

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Executed this 21st day of June, 2006

My Commission Expires:

, 20.00, before me, a notary public in and for said county, appeared Bin Yu, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument, and he/she acknowledged that he/she signed, sealed, and delivered the said instrument as his/her free and voluntary act

for the uses and purposes therein set forth.

(Seal)

WINDNA G. ORANGE Commission # 1127987 Natary Public - Callfornia Santa Clara County My Comm. Expires Apr 1, 2001